

THE HONORABLE RICARDO S. MARTINEZ

THE HONORABLE THERESA L. FRICKE

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UTHERVERSE GAMING LLC,

Plaintiff,

v.

EPIC GAMES, INC.,

Defendant.

Case No. 2:21-cv-00799-RSM-TLF

DEFENDANT EPIC GAMES, INC'S PROPOSED VERDICT FORM

1 **Instructions:** When answering the following questions and completing this Verdict Form,
2 please follow the instructions provided and follow the Jury Instructions that you have been
3 given. Your answer to each question must be unanimous. Some of the questions contain legal
4 terms that are defined and explained in the Jury Instructions. Please refer to the Jury Instructions
5 if you are unsure about the meaning or usage of any legal term that appears in the questions
6 below.
7

8 As used herein:

- 9 1. “Utherverse” refers to Plaintiff Utherverse Gaming LLC.
- 10 2. “Epic” refers to Defendant Epic Games, Inc.
- 11 3. The “’605 patent” refers to U.S. Patent No. 9,724,605.
- 12 4. The “asserted claims” refers to claims 2, 5, and 8 of the ’605 patent.
- 13 5. The “accused events” refers to two events hosted by Epic in its multiplayer online
14 videogame *Fortnite*: the Travis Scott and Ariana Grande concerts.

We, the jury, unanimously find as follows:

QUESTION NO 1. Has Utherville proven that it is more likely than not that either of the accused events included every requirement of any of the asserted claims?

Check “YES” (for Utherville) or “NO” (for Epic)

PATENT/CLAIM	INFRINGEMENT – TRAVIS SCOTT?	INFRINGEMENT – ARIANA GRANDE?
'605 patent, claim 2	YES _____ NO _____	YES _____ NO _____
'605 patent, claim 5	YES _____ NO _____	YES _____ NO _____
'605 patent, claim 8	YES _____ NO _____	YES _____ NO _____

Please proceed to Question No. 2.

QUESTION NO. 2. Has Epic proven that it is highly probable that any of the asserted claims is anticipated by the prior art?

Check “YES” (for Epic) or “NO” (for Utherverse)

PATENT/CLAIM	INVALID AS ANTICIPATED BY THE PRIOR ART?
'605 patent, claim 2	YES _____ NO _____
'605 patent, claim 5	YES _____ NO _____
'605 patent, claim 8	YES _____ NO _____

Please proceed to Question 3.

QUESTION NO. 3. Has Epic proven that it is highly probable that any of the asserted claims is invalid as obvious based on the prior art?

Check “YES” (for Epic) or “NO” (for Utherverse)

PATENT/CLAIM	INVALID AS OBVIOUS BASED ON THE PRIOR ART?
'605 patent, claim 2	YES _____ NO _____
'605 patent, claim 5	YES _____ NO _____
'605 patent, claim 8	YES _____ NO _____

Please proceed to Question 4.

QUESTION NO. 4. Has Epic proven that it is highly probable that any of the asserted claims are invalid for lack of enablement?

Check “YES” (for Epic) or “NO” (for Utherville)

PATENT/CLAIM	INVALID FOR LACK OF ENABLEMENT?
'605 patent, claim 2	YES _____ NO _____
'605 patent, claim 5	YES _____ NO _____
'605 patent, claim 8	YES _____ NO _____

Please proceed to Question 5.

QUESTION NO. 5. Has Epic proven that it is highly probable that the elements of any of the asserted claims, taken individually or together, involved only technology that a person of ordinary skill in the art would consider to be well-understood, routine, and conventional as of August 12, 2014?

PATENT/CLAIM	INVALID AS WELL-UNDERSTOOD, ROUTINE, AND CONVENTIONAL?
'605 patent, claim 2	YES _____ NO _____
'605 patent, claim 5	YES _____ NO _____
'605 patent, claim 8	YES _____ NO _____

If you answered “YES” for one or more claims in Question No. 1 for either accused event and also answered “NO” to Questions Nos. 2-5 for those same claims (in other words, you found at least one claim infringed and not invalid), then please proceed to Question No. 6. Otherwise, please skip to the last page, sign and date the verdict form, and return it to the court clerk.

QUESTION NO. 6. What is the total amount of damages Utherville has proven by a preponderance of the evidence that it is entitled to as a reasonable royalty for Epic's infringement?

Total Amount for Infringement: \$ _____

QUESTION NO. 7. If you entered an amount of damages for Question No. 5, did that amount reflect a calculation of percentage royalty damages, or a one-time lump sum royalty payment:

TYPE OF DAMAGES	SELECT ONE
Percentage Royalty	<input type="checkbox"/>
One Time, Lump Sum Royalty Payment	<input type="checkbox"/>

Please proceed to the last page, sign and date the verdict form, and return it to the court clerk.

UNANIMOUS VERDICT

UPON REACHING A UNANIMOUS VERDICT ON EACH QUESTION ABOVE,
EACH JUROR MUST SIGN BELOW.

We, the jury, unanimously agree to the answers to the above questions and return them
under the instructions of this Court as our verdict in this case.

1 Dated: September 6, 2024 By:

s/ Eric C. Wiener

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16 Dated: September 6, 2024

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CERTIFICATE OF SERVICE

I hereby certify that on September 6, 2024 the within document was filed with the Clerk of the Court using CM/ECF which will send notification of such filing to the attorneys of record in this case.

s/ Eric C. Wiener

Eric C. Wiener